

WEC
CASE NO. 05-C-1330U.S. DISTRICT COURT
EASTERN DISTRICT WI
Duane Lewis vs. Milwaukee Brewers Baseball Club

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A. Background

1. Complainant, Duane Lewis, is 34 years old, commenced employment with Milwaukee Brewers in 1988 at age 15. Complainant started as a bat-boy, became clubhouse attendant and ultimately was elevated to Umpire Coordinator. At the time of his discharge on April 18, 2005, he had been demoted to clubhouse attendant.
2. Worked for Brewers and supervisor was Tony Migliaccio, Director of Clubhouse Operations. Was also employed by a separate company owned and operated by Tony Migliaccio, Anthony Migliaccio Milwaukee Clubhouse Services.
3. Complainant was one of approximately 10 - 12 clubhouse attendants. The other African American clubhouse attendants were either terminated or resigned due to the same reason, racially hostile environment.
4. A racially charged and hostile environment permeates the clubhouse and manifests in many areas, resulting in a difference in treatment among the players, coaches and staff within the Milwaukee Brewer organization. It is clear that by most indicators, the Brewers are the least diverse teams in Major League Baseball.
5. At the end of the 2001 season, the Complainant complained about disparity in pay and other matters. Subsequently, he suffered retaliation through reduced assignments, reduced compensation and an increasingly hostile environment which ultimately led to his termination.

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B. Issues

1. Racially Hostile Atmosphere
 - Racial comments routinely directed at Complainant (and other African Americans)
 - Racial and sexually disparaging flyers
 - Tony Migliaccio had knowledge of these acts
2. Disparate Working Conditions
 - Complainant not afforded the same benefits as others, including but not limited to the following:
 - Road trips
 - Spring training
 - Other clubhouse managers had Brewer credit cards for Sam's Club in their name, but Complainant did not

- Others could use items and supplies from clubhouse stock, but Complainant could not

3. Promotion and Job Assignments

- At end of 2002 season, Mike Moulder was promoted to Clubhouse Assistant, although he had been employed only two years. Complainant was further humiliated by assignment of a locker next to Mike Moulder's locker
- Complainant was made to regularly clean bathrooms. He was the only attendant regularly assigned this demeaning duty.
- When Complainant had inquired about the clubhouse assistant position (prior to promotion of Mike Moulder), Complainant was told that position was eliminated, He was not even interviewed.
- Complainant was made to do other undesirable assignments more than his co-workers, such as "rubbing" an excessive number of baseballs and cleaning baseball shoes.

4. Wages and Compensation

- Complainant received less compensation than Mike Moulder, once he was promoted.
- Complainant earned less by not being allowed to go to spring training. (approximately \$6000.00)
- Complainant was not called for certain duties that resulted in compensation (tips), notwithstanding his seniority.
- White co-workers given larger salary increase than Complainant (\$2000 as compared to \$1000)
- After the Complainant raised complaints, his pay was reduced (in 2002, after Complainant complained, he was taken off salary and switched to hourly and his hours were reduced; clubhouse service checks were eliminated for Complainant, while his white co-workers continued to receive them.)

C. Law

1. Disparate treatment and intentional discrimination supports a prima facie case and provides a basis for finding of probable cause.
2. Appropriate to provide a remedy.

D. Proposed Remedy

1. Reinstatement
2. Monetary Damages - Lost wages and compensatory \$125,000.00

3. Injunctive Relief

- (a) Ordering the Respondent to cease and desist from engaging in discriminatory conduct.
- (b) Requiring diversity and sensitivity training for staff, affirmative steps to address these identified concerns and changes in policies with respect to recruitment, job assignments and promotions, and other appropriate relief.

6/16/06

A handwritten signature in black ink, appearing to read "David J. Lerner".